

REMARKS

Claims 1-8, 10-12 and 14-39 are presented for examination. Claims 1, 23, 33, 37 and 39 are independent. Claims 1, 23, 27, 29, 33, 37, and 39 have been amended. No new matter has been added. Claims 9 and 13 were previously canceled without prejudice and disclaimer to the claimed subject matter. Claims 17-18 have now been canceled without prejudice and disclaimer to the claimed subject matter. Reconsideration and further examination are respectfully requested.

Claims 1-8, 10-12, and 14-39 were rejected under 35 U.S.C. § 112, second paragraph. Applicant submits that the terms recited in the claims derive their meaning from the Specification. Applicant submits that the Specification provides support for the presently recited claim language, at least in paragraphs 0014, 0036-0060 and 00124-0147. Applicant does not accept the Examiner's interpretation of the claim language and refers to the paragraphs below.

A line is described in the Specification as a line in an advertising contract that specifies "any one or more of the following criteria: the particular ad; the Web property on which the ad is to appear; start date; end date/duration; pricing (i.e., booked amount of money); GRP; and the like." (e.g., Specification, Paragraph [0014]). Paragraph [0031] of the Specification further clarifies that a line "specifies a particular ad to be run and any one or more advertising characteristics." Paragraph [0031] of the Specification states, in part, that a hybrid contract may exist wherein certain lines are associated with an RF group, while other lines are associated with other revenue recognition methods, such as CPI or CPC, as discussed above. Paragraph [0032] of the Specification states that "[v]arious metrics or advertising characteristics are associated with each line of the advertising contract." Fig. 6a of the Specification illustrates exemplary lines. Thus, Applicant respectfully submits that it is clear from the Specification as filed that a line as presently claimed is a contracted for line that specifies a particular ad to be run and any one or more advertising characteristics associated therewith.

A web property is described in, for example, Paragraph [0031] of the Specification as a "Web page or group of Web pages associated by a single trade name or similar logical commercial grouping, such as, for example, those Web pages associated with Yahoo! Shopping, Yahoo! Sports, and Yahoo! Finance, or a Web property may be a

particular Web page or site associated as part of an advertising network, such as that offered by DoubleClick, Inc.” Thus, as set forth in the Specification of the instant application, as used herein a web property is a web site (one or more web pages associated with a single trade name or similar logical commercial grouping) on which an advertisement is to appear.

A booked amount is the amount of money that has been reserved for a particular advertisement line or lines. (See, e.g., Specification, Paragraph [0016] and Figs. 2, 3a, and 3b). In particular, Figs. 2, 3a, and 3b show an amount booked and an amount recognized. Thus, the booked amount is the amount of money that has been reserved for a particular advertisement line or lines. Some or all of the booked amount is actually earned / received / recognized (See, e.g., Specification, Paragraphs [0013], [0035], and [0036]).

More specifically, Applicant’s Specification states, in Paragraph [0030], that “[o]nce the advertising campaign is booked, the service provider 22 serves the ads via the Internet in accordance with its agreement with client 20.” Paragraph [0033] of the Specification states that the “booked amount of money for the line is also logically apportioned among each of the weeks of the campaign.” Paragraph [0034] of the Specification states, in part, that, “[t]o calculate the amount to be invoiced for a particular line, the actual amount booked for each week during the month is summed.” Further, www.dictionary.com defines, on April 2, 2010, the word “book” as “to reserve or make a reservation for.” This website also provides synonyms of “book” as “reserve” or “schedule”. These examples, along with Figs. 2, 3a, and 3b, clarify that the booked amount is the amount of money that has been reserved for a particular advertisement line or lines. As a result, reconsideration and withdrawal of the 35 U.S.C. 112 rejections is respectfully requested.

Claims 1-4, 6-8, 10-12, 14-16, 18-27 and 29-39 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,985,882 (Del Sesto) in view of U.S. Publication No. 2003/0050827 (Hennessey); Claims 5, 17 and 28 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Del Sesto in view of Hennessey, and in further view of U.S. Patent No. 6,772,129 (Alvarez). Reconsideration and withdrawal of the rejections are respectfully requested for at least the following reasons.

Claim 1 recites a method comprising: specifying a target Gross Rating Point (GRP) for one or more lines of an advertising contract associated with an Internet advertising campaign, wherein each of the one or more lines is related to an individual Web property; specifying a total booked amount for the one or more lines, wherein the total booked amount comprises a total amount reserved for the one or more lines; apportioning, via a computer device, the target GRP among one or more time periods of the Internet advertising campaign; apportioning, via the computer device, the total booked amount among the time periods, wherein recognized revenue is based on the apportioned target GRP and the apportioned total booked amount; and visibly displaying the recognized revenue on a user interface on a display of the computer device.

Independent claim 1 recites, in part:

specifying a target Gross Rating Point (GRP) for each of one or more lines of an advertising contract associated with an Internet advertising campaign, wherein each of the one or more lines is related to a Web property;

specifying a total booked amount for the one or more lines, wherein the total booked amount comprises a total amount reserved for the one or more lines;

The Office Action states that Del Sesto discloses these claim elements with a total budget at Fig. 4J. Applicant respectfully disagrees. Applicant respectfully submits that Del Sesto's budget is not a "total booked amount" as claimed. Applicant's "total booked amount" is the total amount of money that has been booked or reserved for one or more lines of an advertising contract associated with an Internet advertising campaign.

Del Sesto's Specification states, in part, that "media advertising buyers are able to input desired parameters of an advertising purchase, such as total budget, percentage of the budget to be spent by media type, desired demographics," (Del Sesto, col. 2, lines 29-35). "Budget 311 contains the amount of money allocated by a client for a buyer to spend on a particular avail purchase or on a campaign." (Del Sesto, col. 5, lines 23-26).

The claimed "total booked amount" is not a budget. A budget as described in Del Sesto is not the same as a reserved amount of money for one or more advertisement lines. Del Sesto does not teach or suggest a total booked amount, where the total booked amount is a reserved amount of money for one or more advertisement lines. There is no booked amount in Del Sesto. Del Sesto's budget is the amount of money allocated by a client for a buyer to spend on a particular avail purchase or on a campaign. Applicant's

total book amount, in contrast, is received from an advertiser and is the amount reserved by the advertiser for one or more advertisement lines. Del Sesto's budget is the amount of money for a buyer to spend on a particular avail purchase / campaign. Del Sesto's budget is not a reserved amount of money for one or more advertisement lines, as claimed. There are no advertisement lines in Del Sesto, and further there is no reserved amount of money in Del Sesto that can be recognized (see, e.g., Fig. 2 of Applicant's Specification).

Further, there is no specifying of a target Gross Rating Point (GRP) for one or more lines of an advertising contract associated with an Internet advertising campaign in Del Sesto. Del Sesto's GRP in Fig. 4J is described for a particular demographic (see, col. 7, lines 50-53), but Del Sesto does not state that its GRP is for a line of an advertising contract associated with an Internet advertising campaign. As a result, Del Sesto does not disclose specifying a total booked amount for one or more lines of an advertising contract associated with an Internet advertising campaign.

Independent claim 1 also recites, in part, wherein each of the one or more lines is related to a Web property. This was previously the subject matter of dependent claim 17. The Office Action states that Del Sesto does not disclose this claim element and relies on Alvarez as curing the deficiencies of Del Sesto. Alvarez states, in its Abstract, the following:

A method for determining the relationship between historical media support levels, media cost or spending, product pricing and product sales that provides the relative effectiveness and efficiency of a specific form of media at both a macro and micro level, as well as an understanding of media half-life and media saturation points. This method measures all known forms of media such as the commonly used media of television, radio and newspaper, as well as new forms of media advertising such as internet banners and email along with lesser used media like sides of buildings and taxi tops.

Thus, the Abstract describes determining the relationship between historical media support levels, media cost or spending, product pricing and product sales that provides the relative effectiveness and efficiency of all known forms of media advertising, including internet banners and email. Applicant respectfully submits that Alvarez's Abstract does not teach or suggest one or more lines of an advertising contract being related to a Web property. Alvarez describes measuring the effectiveness and efficiency

of different forms of media including email and internet banners. Alvarez does not teach or suggest lines of an advertising contract being related to a Web property, as claimed.

Independent claim 1 also recites, in part:

apportioning, via the computer device, the total booked amount among the time periods, wherein recognized revenue is based on the apportioned target GRP and the apportioned total booked amount.

The Office Action states that Del Sesto does not disclose the apportioning features and relies on Hennessey for these claim features. Hennessey describes utilizing customer/user generated data and market available data to provide a framework and guidance for a seller to price advertising time and space for programs offered by a media outlet, and to project future demand for advertising time and space. Hennessey determines the number of available advertising spots (avails) that exist in a market, the projected rating of the avail, the historical advertising avail sales price, and a reasonable target price for each avail. Hennessey utilizes avail request information from individual advertising agency clients, sellout data from broadcast media, together with ratings and projections from published rating services (such as Neilsen and CMR) to produce a series of reports that provide needed information to create projections of future inventory, demand and pricing ranges. The reports include avail demand and analysis reports, market blueprint reports, market CPP tolerance reports, pricing grids, and market share trend reports.

The Office Action states that Hennessey discloses apportioning the total booked amount claim element in Fig. 7 because “the budget is divided by day parts.” Applicant respectfully submits that Hennessey’s budget is not a “booked amount” as claimed because a budget is not an amount reserved for an advertising line. The budget of Hennessey merely consists of estimates or assigned amounts and not booked (i.e., reserved) amounts as claimed. As a result, Hennessey’s Fig. 7 does not disclose apportioning a total booked amount among one or more time periods.

The Office Action states on Page 16 that Hennessey is being used to disclose the apportioning limitations. Hennessey describes apportioning avail requests, but neither Hennessey nor Del Sesto disclose a booked amount as described above. Further, neither

Del Sesto nor Hennessey (or Alvarez) disclose wherein each of the one or more lines of an advertising contract is related to a Web property, as described above.

Therefore, Applicant submits that Del Sesto, Hennessey, and Alvarez, taken alone or in combination, do not teach, disclose nor suggest all of the claimed subject matter of claim 1. Thus, because Del Sesto, Hennessey, and Alvarez do not teach or suggest the above claim elements, it is respectfully submitted that claim 1 is patentable over the cited references, and Applicant respectfully requests that the Examiner withdraw the rejection. Nor could Del Sesto, Hennessey, and Alvarez, alone or in combination with any reference of record render Claim 1 obvious, as no such combination would yield all of the elements in the presently recited claims.

For at least the foregoing reasons, Claim 1 and the claims that depend from claim 1 are believed to be in condition for allowance. In addition, for at least the same reasons stated above with respect to claim 1, independent Claims 23, 33, 37 and 39 are also believed to be in condition for allowance, and accordingly, the claims that depend from Claims 23, 33, 37 and 39 are also believed to be in condition for allowance.

With respect to claims 8, 29, and 31, the Office Action takes Official Notice that “it is old and well-known in the art to bill advertisers by invoice for services rendered over an established period of time” and that “it is old and well-known that invoice amounts typically represent a sum of the cost of services rendered over the period of time the invoice contemplates.” With respect to claims 11 and 12, the Office Action takes Official Notice that it is “old and well-known that a billing period may be a calendar month and in fact a calendar month is a conventional time period to use to define billing cycles.” Applicant respectfully traverses the taking of Official Notice and requests that the Examiner provide documentary evidence to show these claim elements.

Having responded to all objections and rejections set forth in the outstanding Office Action, it is submitted that the currently pending claims are in condition for allowance and Notice to that effect is respectfully solicited. Additional characteristics or arguments may exist that distinguish the claims over the prior art cited by the Examiner, and Applicant respectfully preserves their right to present these in the future, should they be necessary. In the event that the Examiner is of the opinion that a brief telephone or

personal interview will facilitate allowance of one or more of the above claims, he is respectfully requested to contact Applicant's undersigned representative.

The Applicant's attorney may be reached by telephone at 212-801-6729. All correspondence should continue to be directed to the address given below, which is the address associated with Customer Number 76058.

The Commissioner is hereby authorized to charge any required fee in connection with the submission of this paper, any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 50-1561. Please ensure that the Attorney Docket Number is referenced when charging any payments or credits for this case.

Respectfully submitted,

Date: May 13, 2010

/james j decarlo/
James J. DeCarlo
Reg. No. 36,120

Customer Number 76058
GREENBERG TRAURIG, LLP
Met Life Building
200 Park Avenue, 34th Floor
New York, New York 10166
Phone: (212) 801-9200
Fax: (212) 801-6400